

Uplinx SLU (UPLINX) Terms and Conditions

1. Who we are

UPLINX SLU ("UPLINX", "we" or "us" or "our") means the business entity legally registered with the Andorran government with company registration number 925983 and tax registration L-711298-N with its offices at Cami dels Plans 53, AD400 La Massana, Andorra.

UPLINX SLU has acquired the software formerly produced by Uplinx Software Pty Ltd (ABN 64 135 679 551), the business entity legally registered with the Australian Government Business registrar <https://abr.gov.au/> with Australian Business Number (ABN) 64 135 679 551. Uplinx Software, UPLINX, and its logo are registered and protected trademarks of Uplinx Software Pty Ltd in TM Number 1475850, 1475856, 1475857.

2. Supply of Services and Products

UPLINX agrees to supply goods ("Products"), professional services and support ("Support"), and/or services ("Services") to the Customer on these standard Terms and Conditions of Trade. In the absence of an End User License Agreement (EULA), only these Terms and Conditions of Trade will apply to any relationship between UPLINX and the Customer. When UPLINX and the Customer agree to enter into an End User License Agreement, these Terms and Conditions shall be applied together with the EULA.

3. Online Sales

Software products available in our online shop at <https://www.uplinx.com/online-shop/> include software maintenance and support, as advertised on the relevant product pages on the UPLINX website. Once a license key has been issued for any software product listed in our online shop, no refund shall be provided. We encourage anyone to test thoroughly with the trial version available at <https://www.uplinx.com/downloads/> before purchasing to check that it meets any expectations fully. The online shop is fully automated and enables customers to generate quotes and purchase at any time. An invoice and receipt will be rendered upon purchase, and the purchased licensing contracts will be automatically delivered. These Terms and Conditions shall be applied together with each product's End User License Agreement.

4. Quotations

UPLINX or the online shop will provide a quotation to supply all Products, Support, and Services. Unless otherwise stated on the quote, these quotations are valid for acceptance 60 days from their issue date. Any order should reference a quotation. Orders without referencing a quotation are not accepted.

5. Payment

The Customer agrees to pay all license fees, taxes, and relevant charges. Our payment terms are strictly 30 days from the invoice date unless otherwise agreed in writing. Products will be invoiced upon receipt of a purchase order or delivery of the product. In the case of software products, delivery of license contracts is typically within one business day after we have received a proper purchase order. Our invoice will state the due date, amount, currency, and payment method. We offer credit cards, PayPal, or bank transfers as payment methods. UPLINX does not accept checks.

The Customer's obligation to pay full license fees to UPLINX will be unconditional and not subject to abatement, setoff, or defense of any kind. Once UPLINX has issued and delivered a license key, the order is regarded as delivered and payment is due and the order is no longer cancellable. Payment must not be withheld pending the settlement of any claims or disputes.

6. Late Payments

In the event of an overdue amount owed by the Customer which is not paid following fifteen (15) working days written notice from UPLINX, UPLINX may impose a late payment charge of USD/EUR 40 for administrative costs plus the actual commercial rate of interest from the due payment date. The [European Directive 2011/7/EU](#) on combating late payment in commercial transactions will be applied.

UPLINX is entitled to recover from the Customer any debt collection costs incurred by UPLINX as a result of any overdue payment owed by the Customer. Any invoices or written notices issued by UPLINX to you, whether delivered by email, fax, or registered post shall assist the interpretation of this part of the Agreement.

7. Signed Contract

Unless a quotation or a purchase order issued in respect of this quotation specifies that it is subject to a separate contract signed by the parties, then these terms and conditions apply to this quotation and any purchase order issued in respect of it.

8. Purchase Orders

Purchase orders for Products or Services constitute an offer by the Customer and may only be accepted by UPLINX in writing. Any amendments to purchase orders for Products or Services must be approved by UPLINX in writing to be effective. Only these Terms (no other terms and conditions which may be attached to or incorporated in a purchase order) form part of the agreement between the parties. Acceptance of a purchase order does not mean acceptance of any such terms or conditions.

Any order must reference a quotation number and should be in the amount and currency of the quotation. Orders without referencing a quotation number or in a different amount than the quote will not be accepted.

Quotes for the tools category of products can be obtained at our online shop at <https://www.uplinx.com/online-shop/>. Please note that to process purchase orders for products that are available in our online shop, UPLINX charges an administrative surcharge of USD/EUR 75 that is printed on the quotation. To avoid this surcharge, please consider purchasing online with a credit card in which case no purchase order is accepted.

9. Warranty

UPLINX makes no warranty in relation to the Products or Services other than as contained in these Terms or as prescribed by a law which cannot be excluded or in the case of Products, as provided by the Products' respective manufacturers as made known to the Customer in the documents supplied by UPLINX or the manufacturer or as otherwise published or made known to the Customer. Defects in Services reported to UPLINX within 30 days of delivery of the Service will be rectified by UPLINX at no

charge to the Customer. UPLINX will not provide claimed warranty services for defects or deficiencies in Products or Services which are caused by:

- (a) external causes including natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power surge or spike;
- (b) the use of a Product for other than its intended purpose;
- (c) the use with or connection of a Product to items not approved by UPLINX;
- (d) the performance of maintenance or attempted repair by persons other than UPLINX or as authorized by UPLINX;
- (e) changes made to the deliverables created by the performance of the Services or to the operating environment;
- (f) any configuration or reconfiguration by the Customer of the Products or other equipment with which the Products interface.

10. Delivery

UPLINX will use its reasonable endeavors to deliver Products or Services to the Customer by the date agreed but will not be liable for any delays in delivery caused by matters beyond its control. Freight charges incurred by UPLINX in delivering Products to the Customer will be invoiced to the Customer at cost unless quoted otherwise.

In cases where delivery of services or goods is not possible partially or in full within 6 months upon receipt of purchase order because Customer does not provide access, availability of staff, or any other reason that prevents UPLINX from delivering the order, the ordered items will be regarded as delivered and the purchase as completed.

11. Acceptance

Unless the Customer gives UPLINX written notice of any aspect of a deliverable which is alleged by the Customer to be otherwise than in accordance with these Terms or any applicable specifications, within 30 days of the date of delivery of that deliverable, the Customer is deemed to have accepted that deliverable on delivery. Where the Customer puts a deliverable to commercial use, it is deemed to have accepted that deliverable on the first day of such use, whether or not a notice of the kind contemplated by this clause is given to UPLINX as required.

12. Refunds

Once Customer has applied a license key for a Product, the order is regarded as delivered and payment is due and the Product cannot be returned unless UPLINX agrees to provide a refund under consideration of the following conditions.

Refunds for software Product will be provided only if UPLINX has reproduced a reported issue and identified a defect in its software and is unable to provide a resolution within fifteen (15) working days.

The following circumstances do not entitle a Customer for a refund:

- (a) software defect cannot be reproduced by UPLINX;
- (b) functionality or feature is not usable due to missing functionality or software defects in 3rd party software;
- (c) is a minor defect;
- (d) usage is outside the feature specification or does not meet requirements;
- (e) missing or negligent preparation, evaluation, or testing when using the Product;
- (f) installation, networking, performance, customer site-specific, or licensing issues.

13. Risk

Risk of loss, theft, damage, deterioration, or destruction of Products passes to the Customer upon the earlier of:

- (a) delivery to the Customer;
- (b) the taking of possession by the Customer; and
- (c) the delivery to any carrier contracted to the Customer for delivery to the Customer.

14. Title

The Products shall remain the full and sole property of UPLINX, whether modified or in its original form. The granting of a license confers no title or ownership in the Product and should not be construed as a sale of any right in the Product. Only after full payment has been received shall the Product be licensed to the Customer on the terms of the relevant license agreement (EULA) provided with the Product. Any damage or loss of Products by the Customer prior to full payment, the Customer shall pay the amount in full.

15. Intellectual Property

The Customer acknowledges that all intellectual property rights attaching to UPLINX's Products or arising out of the provision of Services are and will remain the full, exclusive, and sole property of UPLINX.

16. Confidentiality

UPLINX and the Customer agree that they will keep at all times as strictly confidential any confidential information that is disclosed or provided by one party to the other. In this clause, "confidential information" means information in any form but does not include information that is already in the public domain at the time that it is disclosed or becomes part of the public domain otherwise than as a result of unauthorized disclosure by UPLINX or the Customer.

17. Termination

Where Either Party makes default in any payment or breaches any of these terms; or commits an act of bankruptcy or, being a company, enters into liquidation or provisional liquidation whether compulsory or voluntary or compounds with its creditors generally or has a receiver-manager or administrator

appointed over all or parts of its assets or passes a resolution for winding-up or a petition is presented for its winding-up, the other party may without prejudice to any of its rights or remedies under these terms or otherwise by notice to the defaulting party:

- terminate all or any purchase orders for Products or Services
- terminate these terms and conditions

Unless a license key has been delivered, the customer may at any time by giving 10 days written notice to UPLINX terminate these terms and conditions and any or all purchase orders for Products or Services for its convenience. UPLINX shall thereupon, as directed, cease work and the Customer shall pay UPLINX as follows: (a) the contract price for all products and services which have been delivered prior to termination; (b) the cancellation charges to cover UPLINX expenses related to the cancellation of purchase orders which have been placed to external suppliers prior to termination.

Once UPLINX has issued and delivered a license key for a purchase, the order is regarded as delivered and payment is due and the order cannot be terminated.

18. No Representations

The Customer acknowledges that UPLINX has not made any warranty or representation, express or implied, in relation to the Products or the Services, including whether they are suitable for a particular purpose (whether such purpose was made known to UPLINX or not) unless provided in writing.

19. Disclaimer of Warranties and Limitation of Liability

Neither party will be liable to the other for loss of profit, revenue, savings, goodwill or business opportunities and/or data or any damage to reputation or for any indirect, special, or consequential loss or damage which may be suffered and/or incurred by either of them in connection with this agreement.

We offer our Products "as is" and are not making any warranties, conditions, representations, or guarantees of any kind, whether express, implied, statutory, or otherwise, including all express or implied warranties of design, merchantability, fitness for a particular purpose, title, quality, and non-infringement, that our Products will meet your requirements or that our Products will always be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free. Use our Products at your own risk. You hereby release us and our affiliates and the directors, officers, employees, agents, licensors, and service providers from any claims, known or unknown, you have against them.

We will not be liable for indirect, punitive, incidental, special, consequential, or exemplary damages, or for loss of profits, goodwill or data, or other intangible losses, that result from the use of, or inability to use, our Products or any other aspect of this Agreement. Under no circumstances will we be liable for any Third-Party Products or Services, or activities of third parties, any connection to or transmission from the Internet, or for any damage, loss, or injury resulting from hacking, tampering, theft, or other unauthorized access.

Our aggregate liability to you for all losses or damages arising out of this Agreement or your use of our Products, even if we have been advised of the possibility of such losses, will not exceed the greater of the fees we received from you for our products that are subject to the claim during the three-month

period immediately preceding the date on which the damages arose and USD/EUR 1000. The limitations of liability in this section also apply to claims brought based on any cause of action, including breach of contract, tort (including negligence), statute, or other legal or equitable theory. If there is a law that limits how the limitation of liability in this section applies to you, our liability will be limited to the fullest extent permitted by law.

No advice or information, whether oral or written, obtained from us or elsewhere will create any warranty or condition not expressly stated in this Agreement.

If you are dissatisfied with our Products or believe that you've been harmed by your use of our Products or this Agreement, you may terminate your use of our Products (as set out above). That termination is your sole and exclusive remedy (and our sole and exclusive liability) under this Agreement.

20. No Implied Terms

To the fullest extent permitted by law, the parties agree to exclude any terms which would otherwise be implied into these Terms by any statute. The liability of UPLINX for a breach of a condition or warranty is limited at the option of UPLINX:

(a) if the breach relates to goods, to the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and

(b) if the breach relates to services, the supplying of the services again, or the payment of the cost of having the services supplied again.

21. Variation

Any variation to these Terms must be in writing. Variations to any of the Services agreed to be supplied will be charged by UPLINX at its then-current rates for those additional services, unless otherwise agreed in writing.

22. Taxes

The amount payable to UPLINX ("the Price") is inclusive of existing taxes, duties, and government charges imposed or levied in Andorra in connection with the supply of the Products and Services. The Customer is liable for any new or varied taxes, duties, or charges imposed subsequent to UPLINX quotation or proposal or to this agreement in respect of the supply of the Products and Services.

23. Ethical Dealings

UPLINX will strictly comply with all laws and regulations on bribery, corruption, and prohibited business practices. UPLINX and its clients or resellers have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favor of UPLINX, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone.

24. Data Protection and GDPR

Please review our Privacy Notice at <https://www.uplinx.com/privacy-policy/> for more information on how we collect and use data relating to the use and performance of our Products and Services.

25. General

Notices to UPLINX must be in writing and sent by registered mail, by email, or hand delivery to our address advertised on our contact page at <https://www.uplinx.com/contacts/>. Upon receipt of a notification, UPLINX will issue a written confirmation that states the receipt of the notification. Unless you hold a receipt for your notification, the notice shall be deemed as not delivered.

No leniency, indulgence, or extension of time granted by UPLINX to the Customer will prejudice any of UPLINX's rights in any way or constitute a waiver of any of UPLINX's rights. If any of these Terms are for any reason declared to be or become unenforceable, invalid, or illegal, the remaining Terms will remain in full force and effect. These Terms are governed by the laws of Andorra, and the parties agree to submit to the nonexclusive jurisdiction of the courts of Andorra.